

1 The Honorable John C. Coughenour  
2 Noted for Hearing July 11, 2014  
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10 IN THE UNITED STATES DISTRICT COURT  
11 FOR THE WESTERN DISTRICT OF WASHINGTON

12 Somerset Communications Group, LLC,

13 Plaintiff,

14 v.

15 Wall to Wall Advertising, Inc., et al.,

16 Defendants.

17 NO. 2:13 cv 02084 JCC

18 GOSS DECLARATION OPPOSING  
19 DEFENDANTS' MOTIONS IN LIMINE

20 C. Chip Goss declares:

21 1. The following are true and correct excerpts taken from the transcript of the  
22 videotape deposition of Peter Hopper in lieu of trial testimony:

23 MR. WILLIAMS:

24 04 Q. Okay. In 2010 you filed a lawsuit

25 05 against Mr. MacCord; is that correct?

26 06 A. Yep.

27 . . .

28 13 That lawsuit was settled, wasn't  
29 14 it?

30 15 A. We did reach a settlement with  
31 16 Mr. MacCord that he hasn't fully honored, but  
32 17 yes.

33 . . .

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35 06 Q. I'm handing you what will be  
36 07 marked as Deposition Exhibit 4.



17 Investors was used by MacCord for personal --  
18 personal use. Whether those were very  
19 significant charges to an American Express card  
20 that was a corporate card that were clearly  
21 personal; whether it was monies paid to AJA  
22 Media, which we later learned was a company  
23 owned by Andrea MacCord's former husband that  
24 apparently Andrea and Don had a significant  
25 economic stake in, so there were inflated bills,

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02 you know, payments for work that never occurred,  
03 you know. So, you know, a large amount of  
04 money. There was, you know, a Bentley that the  
05 company, you know, bought for Don, a Bentley.

06 So there were all sorts of things  
07 like this where, you know, just -- just a lot of  
08 money got used for purposes that had nothing to  
09 do with building the business.

10 There were a number of  
11 misrepresentations to us over time about, you  
12 know, whether a -- an advertiser was actually a  
13 real advertiser. There were -- there were  
14 invoices that were created that we later learned  
15 were clearly not real, but it served to allow  
16 the financial statement to show that we had  
17 revenue. Later on, you know, tons of that was  
18 written off and deemed to be, you know,  
19 uncollectible and not really valid to begin  
20 with. The whole Pala situation, where we were  
21 led to believe that everything was good to go on  
22 the sign. You know, the sign went up, you know,  
23 had to be taken down, and we were never told of  
24 this, but yet we were continuing to look at  
25 projections with the company that showed the

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02 sign generating lots of revenue.

03 I mean, again, it would be -- we  
04 could go on for a long time here. But, yes,  
05 mismanagement, misappropriation of funds, you  
06 know, in my opinion was the principal reason the  
07 company failed.

08 MR. WILLIAMS: Object to the  
09 answer and move to strike as beyond the  
10 scope of discovery and the subject of a  
11 motion in limine.

12 Q. Why did Fourpoints Investors  
13 choose to settle for \$95,000 its claims?  
14 A. You know, it was just at that  
15 point in time we felt like the continued expense  
16 of pursuing an action against -- against Don and  
17 Shannon relative to what, you know, we were  
18 likely going to be able to recover, it just  
19 didn't make sense to keep pursuing it.  
20 Q. Did you settle in any way because  
21 you believed you could not prove your claims?  
22 A. No.

2. The following are true and correct excerpts taken from the transcript of the  
videotape deposition of Martin Friedman in lieu of trial testimony:

10 MR. WILLIAMS

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20 Q. Mr. Friedman, Fourpoints sued  
21 Donald MacCord and Wall To Wall in or around  
22 2010, correct?

23 A. Originally, yes, it did, in 2010.

24 Q. And you discussed some of those  
25 allegations today here with counsel for

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02 Plaintiffs. Do you recall that?

03 A. Yes, I do.

04 Q. Mr. Friedman, were any of those  
05 allegations proven at trial?

06 A. No, they were not.

07 Q. Why is that?

08 A. We never went to trial.

09 Q. How did the parties resolve the  
10 claim?

11 A. In mid 2000 and -- let me get my  
12 dates right -- '12, we decided that it would be  
13 in the best interest of Fourpoints Holdings and  
14 Fourpoints Investors at that point to settle  
15 with him, to allow us to sell the assets of the  
16 company.

17 Q. And was there a monetary payment  
18 by Mr. MacCord to Fourpoints as a condition of  
19 that settlement agreement?

20 A. Under the settlement agreement the  
21 defendant parties, MacCord, Doyle, Doyle's

22 accounting firm and their spouses, I guess, were  
23 required to make to make a monetary payment,  
24 yes.

25 Q. Do you recall what that monetary  
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02 payment was?

03       A. The initial monetary payment was  
04 supposed to be around \$90,000. It was a little  
05 less than that, actually. When they did not  
06 make the payment by the date that it was due,  
07 which was in July of 2012, it stepped up  
08 immediately to \$121,000 and then it was -- it  
09 accrues interest at a rate of 10 percent.

10 Q. And as a term of that settlement  
11 agreement between the MacCord parties and  
12 Fourpoints, the parties agreed to mutually  
13 release each other, correct?

14 A. That's correct.

15 Q. And that mutual release extended  
16 to all of the allegations by Fourpoints in that  
17 lawsuit, correct?

The foregoing is true and correct under penalty of perjury of the laws of the state of Washington.

Signed in Bellevue, Washington this 21<sup>st</sup> day of January, 2016.

TACEY GOSS P.S.

/S/ C. Chip Goss

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